

Terms and Conditions

ChartFast

July 11, 2018

Welcome to ChartFast! Please take some time to read our Terms and Conditions Agreement.

Medical Records Exchange, LLC, D/B/A ChartFast (collectively, “we,” “us,” “our,” or “the Company”) developed this medical record service (the “Platform”) to make it easy for you to manage medical records requests and focus on what’s important -- providing quality care to your patients.

We have tried to draft this Terms and Conditions (“Agreement”) to be readable to people like you. Unfortunately, the realities of the legal world make it a very difficult task. So, should you have any questions or concerns or would simply like to better understand how we do things, please do not hesitate to contact us by calling us at 678-829-4700, or emailing info@chartfast.com. However, in the absence of a written agreement to the contrary, this Agreement shall control your relationship with the Company.

We reserve the right to change or modify portions of this Agreement at any time. Any changes to this Agreement will be posted on the Platform. You are responsible for checking the Agreement for any changes or modifications, which shall be effective upon posting. If you do not agree to this Agreement (or any future revisions), you must leave the Platform immediately and you may not use the Platform.

Access and Use of the Platform

Platform Description: The Platform is designed to streamline the medical record request process by handling patient requests for medical records, receipt of patient requests by doctors and hospitals, pricing, and collection of payments for such requests. Our software simplifies the medical record request process to help run the process more efficiently on our website located at www.chartfast.com (the “Site”) and related services (collectively, such services, including any new features and applications, and the Site are referred to herein as the “Platform”).

Your Registration Obligations: You must register with us in order to access and use certain features of our Platform. If you choose to register for the Platform, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Platform’s registration form. Registration data and certain other information about you are governed by our Privacy Policy.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Platform. We are not liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Platform: We reserve the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that we will not

be liable to you or to any third party for any modification, suspension or discontinuance of the Platform.

General Practices Regarding Use and Storage: You acknowledge that we may establish general practices and limits concerning use of the Platform, including without limitation the maximum period of time that data or other content will be retained by the Platform and the maximum storage space that will be allotted on your behalf. You agree that we shall have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded on the Platform. You acknowledge that we reserve the right to both terminate accounts that are inactive for an extended period of time and change general practices and limits at any time, at our sole discretion, with or without notice.

The Company as a Service Provider: We help you make medical record requests and accept medical record requests from third parties. We are an independent contractor for all purposes, and not your agent, trustee or fiduciary. We do not have control of, or liability for, the medical records that are requested through the Platform. We do not guarantee the identity of any user who requests or completes a transaction on the Platform. You are solely responsible for verifying the identity (with or without the tools provided on the Platform) of the medical records requester before releasing patient health or billing information.

Terms and Conditions Applicable to Providers or Custodians of Medical Records

In this section, "Custodian" means any entity responsible for maintaining custody and privacy of medical records for patients. Custodian hereby appoints the Company to provide services relating to receipt of patient requests for medical records, pricing and collection of payments for such requests.

Charges: For each medical record request, Company may collect revenues and may pay the Custodian a share of Revenue Collected. As used herein, Revenue Collected means all monies actually received by Company less transactions costs, including but not limited to credit card and bank fees. (1) For any base record request, Company collects the state statutory fee. (2) Company may collect any optional service fees purchased by Requesters (including, but not limited to, fax return, record certification, and/or rush request, etc.). (3) Company may charge platform service fees, which are retained by Company. Company generally does not charge providers platform service fees. Company charges patients a \$6.50 platform service fee. Company charges institutional Requesters, such as law firms, investigators, insurance companies, and other parties not set forth above a \$10-\$50 platform service fee.

Charges for medical and billing records requests are based on Company's knowledge of the medical records industry and market. Company creates charges based on market knowledge, Requester, Custodian location and size of the record requested. Company's negotiations department determines the final charge for the record to the Requester on behalf of the Custodian. Custodian acknowledges Company's right to determine appropriate charges and fees on its behalf in accordance with the foregoing in Company's sole discretion.

Conditions of Use

User Conduct: You are solely responsible for all images, information, data, text, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise disclose via the Platform. Company reserves the right to investigate and take appropriate legal action against anyone who, in Company’s sole discretion, violates this provision, including without limitation, removing the offending content from the Platform, suspending or terminating such user’s account and reporting such user to law enforcement. You may not use the Platform to:

- a) email or otherwise upload any content that in the sole judgment of Company, is Platform, or which may expose Company or its users to any harm or liability of any type;
- b) interfere with or disrupt the Platform or any servers or networks connected to the Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform; or
- c) violate any applicable local, state, national or international law, or any regulations having the force of law.

Credit Card Processing: Company currently uses Stripe to process payments credit card payments. This third-party payment processor is responsible for collecting and processing credit card and other payment information. Please refer to Stripe’s Terms of Service [stripe.com/us/terms] or Privacy Policy [stripe.com/us/privacy] for information on its terms of use and privacy practice, including information on its eligibility requirements, authentication and fraud prevention measures and security measures. Company has no responsibility for any actions taken or omissions made by Stripe.

Commercial Use: Unless otherwise expressly authorized by this Agreement or on the Platform, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Platform, use of the Platform, or access to the Platform. The Platform is for the use of your authorized account only.

Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Platform may contain content, intellectual property or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Company, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Platform. In connection with your use of the Platform you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Platform or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Platform or distributed in connection therewith is the property of Company, its affiliates and its partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover

any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Company.

The Company name and logos are trademarks and service marks of Company (collectively the "Company Trademarks"). Other company, product, and service names and logos used and displayed via the Platform may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Company. Nothing in this Agreement or the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks displayed on the Platform, without our prior written permission in each instance. All goodwill generated from the use of Company Trademarks will inure to Company's exclusive benefit.

Third Party Material: You agree that under no circumstances will Company be liable in any way for any content or materials of any third parties (including users), including, but not limited to, any errors in or omissions from any content, or for any loss or damage of any kind incurred as a result of the use or nonuse of any such content. You acknowledge that Company does not pre-screen content, but that Company and its designees will have the right (but not the obligation), in their sole discretion, to refuse or remove any content that is available via the Platform. Without limiting the foregoing, Company and its designees will have the right to remove any content that violates this Agreement or is deemed by Company, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the content.

User Content Transmitted Through the Platform: You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Platform ("Submissions"), provided by you to Company are non-confidential and Company will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, including but not limited to the promotion, marketing or advertising of the Platform or the Company, via any technology or media, whether now known or hereafter devised, without acknowledgment, attribution or compensation to you.

You acknowledge and agree that Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Company, its users and the public. You understand that the technical processing and transmission of the Platform, including your content, may involve (a) transmissions over various networks; and (b) changes to the content conform and adapt to technical requirements of connecting networks or devices.

Third Party Websites

The Platform may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Company has no control over such sites and resources and Company is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with

third parties found while using the Platform are between you and the third party, and you agree that Company is not liable for any loss or claim that you may have against any such third party.

Indemnity

You agree to indemnify, defend and hold harmless Company and its affiliates and our officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform, any User Content provided by you, your connection to the Platform, your violation of this Agreement or your violation of any rights of another.

Disclaimer of Warranties

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

COMPANY MAKES NO WARRANTY THAT (I) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (II) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PLATFORM; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (V) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Optional Rules for Emergency Measures of Protection), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted before one (1) neutral arbitrator selected by the American Arbitration Association. The place of arbitration shall be Lawrenceville, Georgia. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy set forth in this Agreement, seek from any court of competent jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, including but not limited to injunctive relief, for which monetary damages would be insufficient compensation. You agree that any such arbitration, including the proceedings and the results thereof shall be confidential.

Termination

You agree that Company, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Platform and remove and discard any content within the Platform, for any reason, including, without limitation, for lack of use or if Company believes that you have violated or acted inconsistently with this Agreement. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Platform and may be referred to appropriate law enforcement authorities. Company may also in its sole discretion and at any time discontinue providing the Platform, or any part thereof, with or without notice. You agree that any termination of your access to the Platform under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Platform. Further, you agree that Company will not be liable to you or any third party for any termination of your access to the Platform.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Platform and Company will have no liability or responsibility with respect thereto. Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Platform.

General

This Agreement, together with Company's applicable privacy policy, constitutes the entire agreement between you and Company and govern your use of the Platform, superseding any prior agreements between you and Company with respect to the Platform. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. This Agreement will be governed by the laws of the State of Georgia without regard to its – or any other jurisdictions -- conflict of law rules. Without limiting the exclusive arbitration provision above, you and Company agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Gwinnett County, Georgia. The failure of Company to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this

Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Agreement without the prior written consent of Company, but Company may assign or transfer this Agreement, in whole or in part, without restriction. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Platform may also provide notices to you of changes to this Agreement or other matters by displaying notices or links to notices generally on the Platform.

Your Privacy

We respect the privacy of our users and maintaining that is a priority of the Company. The Company's standards for maintaining the security of your privacy is set forth in the Company's Privacy Policy. By using the Platform, you consent to our collection and use of personal data as outlined therein.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Platform from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Questions? Concerns? Suggestions?

Please contact us at support@chartfast.com or via U.S. mail at

ChartFast
5425 Sugarloaf Parkway
Suite 2201
Lawrenceville, GA 30043

To report any violations of this Agreement or to pose any questions regarding this Agreement or the Platform.